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Plaintiff  
MARK MEAD

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Superior Court of California,  
County of Los Angeles  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

MARK MEAD,  
  
Plaintiff,  
  
vs.  
  
BEVERLY HILLS UNIFIED SCHOOL  
DISTRICT; ROMEO CAREY; JASON HASTY;  
RACHELLE MARCUS, JUDITH  
MANOUCHEHRI; AMANDA STERN; SIGALIE  
SABAG; RUSSELL STUART; AND DOES 1 -  
10, INCLUSIVE  
  
Defendants.

Case No: **25SMCV06000**

**COMPLAINT FOR DAMAGES**

1. Defamation
2. Negligence
3. Negligent Hiring, Supervision, and Retention
4. Labor Code § 1102.5 Retaliation
5. Wrongful Discharge and Demotion in Violation of Public Policy
6. Intentional Infliction of Emotional Distress
7. Labor Code 1050
8. Due Process (42 U.S.C. § 1983 and Article I, § 7(a), California Constitution)

**DEMAND FOR JURY TRIAL**

## INTRODUCTION

1  
2           1.       This is an action by Plaintiff Mark Mead (“Plaintiff” or “Mr. Mead”), a 20-year award-  
3 winning educator and administrator, against his longtime employer, Beverly Hills Unified School District  
4 (“BHUSD” or the “District”), Romeo Carey, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda  
5 Stern, Sigalie Sabag, Russell Stuart, and Does 1-10, inclusive, for retaliation, defamation, negligence,  
6 wrongful discharge and demotion, damage to reputation, and loss of career prospects after Mr. Mead  
7 repeatedly reported and refused to condone unlawful conduct, fraud, waste, and public policy violations,  
8 and after Romeo Carey, with the District’s blessing, engaged in a years long crusade against him.

9           2.       This lawsuit exposes a moral and administrative collapse inside the Beverly Hills Unified  
10 School District—one of America’s wealthiest, yet least courageous institutions. Confronted with clear  
11 misconduct, the District didn’t stand with truth or integrity; it covered before a conspiracy peddler. Rather  
12 than defend the educators and students it exists to protect, the District shielded Romeo Carey—a self-  
13 anointed provocateur and “journalism instructor” the District paid nearly \$300,000 per year to teach that  
14 fluorescent lights transmit government mind control, that Jeff Bezos poisons salad bars, and that the  
15 September 11 attacks never happened. Carey was allowed to turn the student television program into a cult  
16 of personality, using minors as unwitting tools to settle petty vendettas.

17           3.       Look it up on [transparencalifornia.com](https://www.transparencalifornia.com): Behind only two people—the Superintendent and  
18 the Assistant Superintendent of Business—Romeo Carey was the highest paid employee in 2023—higher  
19 than Dustin Seemann (Assistant Superintendent of Educational Services), Laura Collins-Williams  
20 (Assistant Superintendent of Student Services), Matthew Horvath (Assistant Superintendent of Human  
21 Resources), higher than every single principal, higher than every single assistant principal, and higher than  
22 Mr. Mead, who was, during that year, the Executive Director of School Safety. It is a preposterous fraud  
23 upon and dereliction of duty to taxpayers.

24           4.       Even worse, Carey manipulated children. Behind his eccentric façade, Carey exercised a  
25 disturbing power over the children entrusted to him: He cultivated loyalty through juvenile flattery, he  
26 blurred boundaries, and he exacted fealty cloaked as performative “rebellion.” The Board of Directors and  
27 District Administrators knew about it and let it happen. When Mr. Mead tried to stop Carey’s misconduct  
28 and expose his quiet siphoning of six figures of taxpayer dollars, the District didn’t thank him. It targeted

1 him.

2 5. Federal and state law demand that schools safeguard children from manipulation and  
3 taxpayers from fraud. Yet rather than confront Carey’s illegal and erratic behavior, district officials  
4 surrendered to Carey’s threats to “go scorched earth,” “engage in war,” and unleash what he called his  
5 “Persian Army” (he is not Persian, and there is no army). The lesson to anyone watching is unmistakable:  
6 in Beverly Hills Schools, honesty is punished, corruption is protected, and delusion is rewarded.

7 6. When, on the day Donald Trump declared victory, Mr. Mead intervened to lower the  
8 temperature as a small but loud group of BHUSD students formed a mob that hurled epithets at students  
9 and teachers of color (and resulted in numerous lawsuits), Carey made good on one of his many threats.  
10 He doctored a video—falsely depicting Mead choking a student in the mob—and then assigned his own  
11 journalism students to broadcast the lie as “news.” What happened to Mr. Mead is a loud datapoint in a  
12 disturbing nationwide trend of decay in public norms and decency.

13 7. The District destroyed a veteran educator’s name and livelihood. Its own investigation  
14 exonerated Mead completely—nine months too late. By then, the damage was irreversible. Today, Mead  
15 earns \$66,000 a year less than he did before the District demoted him for protecting students, teachers,  
16 parents, and taxpayers. He now teaches middle school English. He walks into his classroom and students  
17 whisper about “assault”—a lie born of the District’s cowardice and Carey’s manipulation. Meanwhile,  
18 Carey used his unwitting students’ free speech rights as a cudgel, extracting hundreds of thousands more  
19 from the feckless Board before riding off into the sunset. Sigalie Sabag, Russell Stuart, Amanda Stern,  
20 Judith Manouchehri, and Rachelle Marcus (collectively, “the Board”) remain silent, refusing to right this  
21 wrong. Instead, they prefer to focus on more pressing matters, like purging “woke” curricula, banning the  
22 pride flag, mandating that the Israeli flag be flown on campus, and purging the District of teachers who  
23 criticize Donald Trump on their private Facebook pages.

24 **JURISDICTION AND VENUE**

25 8. Jurisdiction and venue are proper in this Court because the events, transactions, and  
26 omissions giving rise to these claims occurred within Los Angeles County, and the Defendants are located  
27 within Los Angeles County.

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1 **ADMINISTRATIVE PRERQUISITES**

2 9. On August 21, 2025, Plaintiff filed a tort claim with Beverly Hills Unified School District.  
3 As of the date of the filing of this Complaint, which is more than 45 days after the date the tort claim was  
4 filed, Plaintiff has not received a response to said tort claim. Plaintiff has thus exhausted his administrative  
5 prerequisites to filing this civil action.

6 **THE PARTIES**

7 10. Plaintiff Mark Mead is an individual residing in Los Angeles County, California.

8 11. Defendant Beverly Hills Unified School District (“BHUSD”) is a public entity in the  
9 County of Los Angeles, State of California.

10 12. Defendant Romeo Carey is a former schoolteacher and individual residing in Los Angeles  
11 County, California.

12 13. Defendant Jason Hasty is Assistant Superintendent at BHUSD and individual residing in  
13 Los Angeles County, California.

14 14. Defendant Rachelle Marcus is President of the BHUSD Board of Directors and individual  
15 residing in Los Angeles County, California.

16 15. Defendant Judith Manouchehri is Vice President of the BHUSD Board of Directors and  
17 individual residing in Los Angeles County, California.

18 16. Defendant Amanda Stern is a member of the BHUSD Board of Directors and individual  
19 residing in Los Angeles County, California.

20 17. Defendant Sigalie Sabag is a member of the BHUSD Board of Directors and individual  
21 residing in Los Angeles County, California.

22 18. Defendant Russell Stuart is a member of the BHUSD Board of Directors and an individual  
23 residing in Los Angeles County, California.

24 19. Plaintiff is unaware of the true names and capacities of Defendants sued herein as Does 1  
25 to 10 and will amend this Complaint when their identities have been ascertained.

26 20. Plaintiff is informed and believes and thereon alleges that at all times relevant to this  
27 Complaint, each Defendant, in addition to acting or failing to act on behalf of themselves individually,  
28 was acting in the scope of his or her employment as the alter ego, agent, servant, employee, and

1 representative of each and every other Defendant, with the knowledge, consent, permission, authorization,  
2 approval, and ratification of each and every other Defendant, and had knowledge of, consented, permitted,  
3 authorized, approved of and ratified the acts and failures to act of each of the remaining Defendants.  
4 Plaintiff is further informed and thereupon believes that each of the individual Defendants were officers,  
5 directors, and managing agents of Defendant Beverly Hills Unified School District.

## 6 **STATEMENT OF FACTS**

### 7 **Mark Mead**

8 21. Mr. Mead has been a loyal employee of the Beverly Hills Unified School District for  
9 almost 20 years. He was hired in 2006 to teach English. Over the past twenty years, he has consistently  
10 demonstrated ethical behavior, hard work, and a pro-student attitude. He has held a variety of educational  
11 leadership roles, consistently taking on greater responsibility. In his twenty years, he has maintained  
12 strong relationships with students, staff, and the community, even during very challenging times, such as  
13 the COVID-19 pandemic. In all these years, Mr. Mead has never received any discipline of any kind or a  
14 negative evaluation, not even in an individual category. On the contrary, he has consistently been  
15 awarded, praised, and applauded in both public and private settings by his peers and supervisors.

16 22. As an English teacher, Mr. Mead taught 10th-grade English and worked with many high-  
17 needs students, including those from Title 1, ESL, and “Developmental English” (students determined to  
18 be reading at least two years below grade level). During that time, Mr. Mead also worked with the  
19 Sophomore Writing Proficiency Exam team, led after-school enrichment opportunities for English as a  
20 Second Language students, and served as an advisor for many clubs. In time, Mr. Mead also taught  
21 seniors, freshmen, and freshman honors English.

22 23. With nearly 30 years of educational experience, Mr. Mead has always striven to develop as  
23 a professional. After graduating from Johns Hopkins University with a degree in Writing Seminars, he  
24 began his academic journey. He taught after-school enrichment programs to Chinese American students  
25 and SAT prep courses. He discovered his love of education through multiple post-BA opportunities,  
26 including teaching PE for a small K-8 Christian school and teaching adults at the China Petroleum  
27 University in Beijing. Then, Mr. Mead earned a credential and an MA in Education Technology from  
28 Azusa Pacific University. Finally, while working at Beverly Hills High School, Mr. Mead completed a

1 second master’s degree in education administration at California State University, Los Angeles.

2 24. In addition to teaching, Mr. Mead has taken on additional responsibility in all phases of his  
3 Beverly Hills USD journey. In his first year as a teacher, he began as an assistant coach of the Beverly  
4 Hills Wrestling team. In 2007, the head wrestling coach quit, and the team had only six members. Mr.  
5 Mead took over the team as head coach, and by 2010, the team had grown to over 60 members, with him  
6 serving as the head coach of the “Team of the Year.” In 2013, the BHHS ASB class was in turmoil,  
7 having been gutted of ASB members and its long-time teacher by a controversy; over 80% of the class  
8 members were removed. BHHS leadership recruited Mr. Mead to assume the leadership responsibilities of  
9 the class and, once again, rebuild a struggling program. By 2015, the leadership class was thriving with  
10 integrity and a student-body-first mentality, and Mr. Mead received “Teacher of the Year” recognition for  
11 those efforts.

12 25. Mr. Mead completed his MA in Education Administration in 2016. Superintendent Steve  
13 Kessler offered him the opportunity to work as an assistant principal, where he oversaw student activities,  
14 performing arts, SST/504, and a variety of other administrative duties. By 2017, Mr. Mead was the  
15 principal of Beverly Hills High School. Mr. Mead oversaw the turmoil of post-Parkland security concerns,  
16 transforming safety infrastructure and protocols as a result. He was principal during the COVID-19  
17 pandemic, an incredibly divisive period, especially in conservative Beverly Hills, with strong community  
18 opinions for and against the governmental COVID protocols. One colleague describes him, together with  
19 his two Assistant Principals, as “the Dream Team,” noting their collective professionalism, ethics,  
20 responsiveness, and competence.

21 26. In 2022, after serving as principal for five years, Mr. Mead transitioned to the position of  
22 Director of School Safety. Once again, Mr. Mead excelled, by the accounts of both his subordinates and  
23 his peers. As Director, he transformed and improved School Safety infrastructure, adding four new CSEA  
24 guards, creating a single-point-of-entry perimeter, adding armed security on the weekends, adding  
25 substantial additional CCTV camera coverage, and working successfully with a variety of community  
26 partners, including BH City Council, City Hall, Fire and Police Departments.

### 27 **Mr. Mead’s Role and Obligations as Principal of Beverly Hills High School**

28 27. In public education, there is a culture of emphasis on the legal obligation to ensure that

1 taxpayer funds are properly accounted for. Numerous statutes and regulations govern the handling and  
2 documentation of such funds. For example, school districts are subject to legally mandated annual  
3 independent audits. Ed. Code § 41020. Those audits examine expenditures for legality, documentation,  
4 and reasonableness.

5         28. School boards must discuss and approve all compensation decisions in open sessions.  
6 Government Code §§ 54957 (school district boards may hold closed sessions, but such closed meetings  
7 “shall not include discussion or action on proposed compensation except for a reduction of compensation  
8 that results from the imposition of discipline”; see also § 54951 (defining local agencies to include “school  
9 districts”).

10         29. It is unlawful for any state or local employee to use or permit others to use public resources  
11 for purposes which are not authorized by law. Government Code § 8314.

12         30. School officials who knowingly authorize unjustified payments may be subject to criminal  
13 prosecution for felony misuse of public funds. Pen. Code § 424 (“Each officer of this state, or of any ...  
14 district of this state, and every other person charged with the receipt, safekeeping, transfer, or  
15 disbursement of public moneys, who ... [w]ithout authority of law, appropriates the same, or any portion  
16 thereof, to his or her own use, or to the use of another ... [i]s punishable by imprisonment in the state  
17 prison for two, three, or four years, and is disqualified from holding any office in this state.”).

18         31. In his role as Principal, Mr. Mead was responsible for approving numerous requests for  
19 compensation, reimbursement, and expenditures. For example, verifying that someone had indeed worked  
20 the hours they claimed to have worked was Mr. Mead’s responsibility. Ensuring that protocols were  
21 followed as far as who was entitled to what kinds of compensation was also Mr. Mead’s responsibility.  
22 While in a position of this type of responsibility, Mr. Mead was conscientious about promptly approving  
23 those requests which were valid and denying or escalating requests that were not legally supportable or  
24 not in the school’s best interest. Unfortunately, the District did not always support Mr. Mead’s focus on  
25 ensuring the lawfulness of payments of District funds.

26         32. At the District level, all those responsible for any aspect of managing BHUSD’s finances  
27 and budget knew or should have known that the same employee could not be paid twice. Likewise, the  
28 differences between types of employees and types of compensation were well understood and monitored

1 carefully. For example, it is common knowledge that while a security guard or classified theater technician  
2 could be entitled to overtime pay if they work extra on a given day or in a given week, a **classified**  
3 **manager** is salaried without overtime; a **certificated teacher** is also salaried without overtime, but may  
4 be entitled to a yearly stipend for extra assignments such as field trips or tournaments; and that a **CTE**  
5 **teacher** is paid by the hour, for a set number of hours agreed upon each year. “Overtime” in the usual  
6 sense is not paid for CTE teachers; but, if they exceed their allotted hours, they could have additional  
7 hours approved.

8 33. Where any District employee seemed to be categorized both as a classified employee and a  
9 CTE teacher, close attention was paid to why they were being paid extra and whether this was permissible,  
10 because this type of dual categorization was a red flag for the possible wasteful or fraudulent use of public  
11 funds.

12 34. Mr. Mead was specifically tasked to verify such expenditures for teachers who were simply  
13 working one extra hour teaching CTE courses. On one occasion, he was reminded, “You can’t be paid  
14 twice for two jobs,” with regard to Ms. Colleen Davenport, on whom the District lasered in. At the time,  
15 Ms. Davenport was a classified athletic trainer but was also receiving CTE funds because she taught a  
16 period 4 CTE course in Sports Medicine. This close monitoring of expenditures was reversed with Romeo  
17 Carey, who persistently used outlandish, mobster-like language to threaten the District: no matter how  
18 suspicious or outright improper his requests were, the District had no eyes, ears, or memory for standard  
19 procedures, and simply approved everything he demanded.

## 20 **Mr. Mead’s Review, Disclosure, and Refusal to Participate in Romeo Carey’s Unlawful Acts**

### 21 **i. Theft and Counseling**

22 35. On September 19, 2017, in his first year of overseeing Beverly Hills High School as  
23 Principal, the high school’s Information Technology Specialist, Edward DeGuia, reported to Mr. Mead the  
24 theft of five items from Room 250. These items included a printer, an Electric Light Machine  
25 Organization (“ELMO”), a monitor, and a computer. They were cut from their security cables and taken  
26 from his classroom. The theft was determined to have occurred sometime between September 9 and 13.

27 36. On October 4, 2017, Mr. DeGuia and Mr. Mead discovered that **Romeo Carey had**  
28 **convinced a group of children to join him in sneaking into a locked classroom using his skeleton key,**

1 **where they used bolt cutters to seize school equipment.** Unsurprisingly given his methods, Carey did  
2 not secure permission or report his actions to anyone. As a result, the teacher assigned to Room 250 spent  
3 three weeks without equipment.

4 37. As background on Romeo Carey: beginning September 1, 2017, as a result of a settlement  
5 agreement with BHUSD, he was awarded an employment contract as the BHUSD's Media Director,  
6 which is a position designated as a Classified Manager. He was a full-time employee in that role with a  
7 salary of \$75,648.96 (though his total pay *before benefits* for that year was \$135,000 (\$165,000 including  
8 benefits)). **This would more than double to nearly \$300,000 just five years later, despite no**  
9 **promotion, as Carey became more adept at raiding the District's coffers.** Typically, a Classified  
10 Manager would be responsible for managing other employees. However, Carey did not seem to have any  
11 direct reports, and there were no clear performance objectives for his role. His duties were to be set forth  
12 in a job description on file with the District's HR department – which was never directly provided to Mr.  
13 Mead – and he was to meet with Mr. Mead no later than November 29, 2017, to establish performance  
14 objectives for his first year. Mr. Mead was the only site administrator, District-wide, responsible for  
15 evaluating a Classified Manager. He was never given clarity as to what Carey was supposed to accomplish  
16 or how Mr. Mead was supposed to be evaluating his performance.

17 38. On October 6, 2017, Mr. Mead appropriately discussed the matter of the missing classroom  
18 equipment with Mr. Carey. He then documented the theft incident in a conference memo, providing it to  
19 Executive Director of Human Resources, Luke Pavone, for review in advance. The stated concerns with  
20 Mr. Carey's actions included a lack of care for school property; negative impact on the teacher assigned to  
21 Room 250; sending the wrong message to students that taking property without consent or authorization is  
22 acceptable on campus; and poor communication with the technology department and administration.  
23 Carey was ordered to return the items and appropriately model respect for obtaining permission before  
24 taking school property.

25 39. After a collaborative and collegial discussion with Carey, in response to which Mr. Mead  
26 modified aspects of the memo, a copy was placed in his personnel file, along with Carey's written  
27 response. In that response, Carey accepted responsibility for the poor communication, but otherwise  
28 offered excuses purporting to justify the theft, even asserting that instead of being reprimanded for

1 unauthorized removal of school property, Mr. Mead should have been grateful that someone was  
2 “repurposing equipment.”

3 40. On November 1, 2017, Mr. Carey emailed Mr. Mead, copying Luke Pavone, Edward  
4 DeGuia, Philip Wenker, and Jeanne McCrea a completely revised version of events. In this email, Carey  
5 suddenly accused both Mr. Mead and Mr. DeGuia of misconduct, stating they had conducted themselves  
6 in an “inappropriate manner” in his classroom in front of students, claiming his explanations of  
7 repurposing computers for the student-run cable station had been given no consideration despite  
8 documentation of those explanations in both Mr. Mead’s conference memo and Carey’s response to it.  
9 Carey’s email closed by demanding a solution, and stating, “I have forgive (sic) both of you.”

10 41. Mr. Mead thereafter documented an in-person encounter with Carey occurring the same  
11 day at 1:10-1:36pm. Carey expressed to Mr. Mead that he was still angry about the theft incident. Carey  
12 spoke about “severed relationships” and going to “war,” saying that is what happens when people try to  
13 “fix” problems. **Carey further mentioned that he could have doctored video and audio recordings of**  
14 **their October 6 conference to make Mr. Mead “look really bad.” Finally, Carey admitted to**  
15 **recording students during the school day, which is a violation of Education Code section 51512.** Mr.  
16 Mead forwarded his memorialization of the above facts to Luke Pavone, the Assistant Superintendent of  
17 Human Resources, the same day at 3:18 p.m. It should be noted **that Education Code Section 51512**  
18 **makes it a misdemeanor for any person, other than a pupil, to use an electronic recording device in**  
19 **any secondary school classroom without the prior consent of the principal and the teacher to**  
20 **promote an educational purpose.**

21 42. On November 22, 2017, Carey sent a letter to Mr. Mead requesting to be a Jupitergrades  
22 website administrator with “unfettered access” to email communication, effectively allowing him to email  
23 all students, parents, and staff as he saw fit. Mr. Mead forwarded this to the Superintendent and the  
24 Executive Director of Human Resources requesting legal advice for dealing with Carey, especially  
25 because Carey primarily acted as a CTE teacher, but asserted that he was also an “Online District Admin.”  
26 This situation reflects the ongoing confusion, tension, and discussions around Mr. Carey’s  
27 incomprehensible dual role.

28 43. Years later, another incident occurred that required formal counsel and discipline of Carey.

1 On October 27, 2021, a student reported that on October 25, 2021, Carey had yelled at her and called  
2 her a “piece of shit.” She further indicated that she did not feel safe or welcome in his class anymore.  
3 This was supported by two other students who were interviewed after the incident, and who gave  
4 statements that were consistent with the victim of the verbal abuse. Carey acknowledged his  
5 unprofessional behavior and most of the details of the incident, including the reason he yelled at the  
6 student, but stated he believed he had said something other than “piece of shit.” This incident resulted in a  
7 formal write-up, which Mr. Mead was responsible for creating.

8 44. On January 19, 2022, under direction from Drs. Bregy and Horvath, Mr. Mead conducted a  
9 phone conversation with Carey in response to a threatening email he had received from Carey. The call  
10 was made from Mr. Stewart’s office, who was in attendance. During the phone meeting, Carey talked  
11 about loyalty, suggesting that “if the tables were turned I don’t think you’d be working as hard for me,”  
12 before making numerous extremely weird, childish mob-like threats about having a “**Persian army**” and  
13 that he knew what was going on with the District and the Board “from the inside,” that he had dirt on  
14 board members, that “none of these guys” (meaning his so-called “Persian army”) “would do anything I  
15 didn’t tell them to do. Why? They like me.”<sup>1</sup> Carey also made implied threats, such as, “**I’ve got**  
16 **information about everybody**,” including Dr. Bregy; that if it wasn’t for Carey’s intervention on a  
17 KBEV story about Mr. Mead’s mask enforcement, “I don’t think you would have survived. This would  
18 have turned into a national story,” and “I don’t want to put my attorney to work. He wants to.”

19 **ii. Illegal Stipend**

20 45. On Saturday, January 27, 2018, within six months of Mr. Mead assuming the role of  
21 Principal of Beverly Hills High School, Carey emailed Mr. Mead. The full time, salaried Media Director  
22 claimed the prior principal had failed for the last two and a half years to pay him a stipend for teaching  
23 Advanced Broadcast Journalism, demanding “no less than what is owed,” and suggesting that a grievance

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24 <sup>1</sup> Numerous independent witnesses have noted that at BHHS, students would do whatever they could to  
25 please Carey. “They’d do whatever he wanted, like a cult leader. Because he was the fun teacher. He let  
26 them not do anything. No hard work. They got to learn a little bit about how to make tv, he did a few  
27 flashy things in front of them, they think, this is cool.” Carey openly railed against fluorescent lights,  
28 claiming they needed to be covered with colored gels so that the federal government wouldn’t be able to  
inject students’ brains; he also asserted that Jeff Bezos was putting toxins into lettuce, and that it was  
dangerous for that reason. Carey fervently believed that 9/11 was faked. Students were so enamored with  
Carey that many of them accepted these bizarre ideas without question.

1 was imminent. It was clear from the start something was off about the request: Carey was not a  
2 certificated teacher, and thus would not have any right to the stipend. Separately, Carey was a salaried  
3 employee who would not be entitled to extra compensation for additional projects or hours. Regardless,  
4 Mr. Mead responded the same evening and said he would look into it.

5 46. On February 12, 2018, Carey emailed again, saying, “Who works for free? More than 2-  
6 weeks have passed since I emailed you about the unpaid teacher stipend matter” that had allegedly been  
7 outstanding for two and a half years, and threatened to file a formal complaint within a day if no remedy  
8 was offered.

9 47. On February 13, 2018, Mr. Mead informed Carey that his request for a stipend had been  
10 discussed with the District, noting that his designation as a Classified Manager, rather than a certificated  
11 teacher, precluded him from collecting stipends per their collective bargaining agreement, and thus would  
12 make it problematic to pay him a stipend.

13 48. Carey, Mr. Mead, and the entire District leadership team were well aware that because  
14 Carey was designated as a “Classified Manager,” he was not entitled to the claimed stipend enumerated in  
15 the BHEA Collective Bargaining Agreement for certificated teachers. Mr. Mead’s failure to immediately  
16 and unquestioningly approve the illegal expenditure of public funds was known to both Carey and the  
17 District at that time.

18 **iii. Carey’s Embezzlement, Irregular Compensation, and the Board’s Complicity**

19 49. As a classified manager, Carey should have had responsibility to manage other employees  
20 and been paid a flat salary with no overtime or additional compensation. But Carey did not manage any  
21 other BHUSD employees, was annually approved to receive additional compensation for anywhere from  
22 1200-1600 hours of CTE teaching, and routinely demanded various forms of additional compensation to  
23 which he was not legally (or, frankly, morally) entitled. Even lower-level District employees were  
24 routinely confused, as evidenced by Career Education Coordinator Cindy Dubin’s August 19, 2019 email  
25 to Mr. Mead, Carey, and Dustin Seemann, requesting a meeting “to help sort out Romeo’s teaching and  
26 media director components.”

27 50. Numerous questions arose about Carey’s compensation during Mr. Mead’s tenure as  
28 Principal, and most often they were raised by Mr. Mead because he was tasked with reviewing and

1 approving Carey’s requests for additional compensation beyond his standard paycheck.

2 51. As one example, Carey requested approval for 150 hours of overtime for summer 2018,  
3 just in the month of June, despite the fact that he was a salaried employee for twelve months and should  
4 not have been entitled to overtime at all. He openly claimed that he was entitled to this overtime because  
5 he held two jobs for the District concurrently: CTE teacher with 1600 hours each year and classified  
6 manager – even though “You can’t be paid twice for two jobs.”

7 52. On August 16, 2018, Mr. Mead wrote to Dustin Seemann, the Assistant Superintendent,  
8 questioning the number of classes/hours being assigned to Carey. On September 1, 2018, Seemann  
9 ordered Mr. Mead to just give Carey the hours he was asking for since the money was available. Mr.  
10 Mead was flummoxed, but he had orders.

11 53. On February 3, 2021, Mr. Mead wrote to the District’s new Chief Financial Officer, J.  
12 Wade Roach, regarding Carey’s stipend (R factor).

13 54. Carey’s behavior continued to be odd and inappropriate. He would sometimes take students  
14 on field trips, which would normally be a task performed by a certificated teacher. A certificated teacher’s  
15 extra time for field trips, competitions, and other such “extras” is normally covered by an annual stipend  
16 that was negotiated by the certificated teacher’s union. Carey – who, as a classified manager, was not a  
17 member of that union – would demand that same stipend, and also put in for extra field trip hours,  
18 sometimes billing 24 hours per day, even including time spent asleep on overnight trips. This was  
19 referenced by Cindy Dubin on July 22, 2020, in an email listing the CTE hours for various teachers for the  
20 upcoming school year. Carey’s CTE hours were capped at 1600, to include up to five classes (which, upon  
21 Carey’s demand, became six or seven classes), professional development, and competitions. Again, as a  
22 salaried, classified manager, Carey shouldn’t have been eligible for a single hour of CTE.

23 55. Years later, on February 7, 2022, Caitlin Carter – a Department chair and the chairperson  
24 of the Extra Pay Committee – expressed confusion about Carey’s request for a stipend, since he was not a  
25 certificated employee. Jennifer Reilly, Mr. Mead’s assistant, responded that it had “always been an issue,”  
26 as she frequently raised these concerns at Mr. Mead’s direction.

27 56. On days when the BHUSD School Board had meetings, Carey’s compensation demands  
28 would imply that he had worked up to 19 hours supervising the recording and broadcast of the meetings,

1 and demanded payment for additional hours over his eight hours of salaried Media Director time.  
2 However, in theory, this work was the only work Carey was responsible for in his role as a Media Director  
3 – and therefore was already being compensated by salary. Further, Mr. Mead was aware that Carey never  
4 actually worked as many hours as he claimed he had. The Command Center Manager at BHHS notes that  
5 when there were football games or Board meetings – both of which occurred on campus – KBEV students  
6 would film these events. Afterwards, they would routinely ask security personnel to unlock the KBEV  
7 studio so they could put away the expensive equipment they had to use to film. When asked why Carey  
8 couldn't unlock it for them, the response was always, “**He left hours ago.**” Consequently, and for obvious  
9 reasons to any taxpayer, Mr. Mead resisted approving Carey's claimed hours, which were unfailingly  
10 excessive even had he been present for the events he claimed.

11 57. On October 20, 2021, after years of raising the issue orally, Mr. Mead reported the issue of  
12 Mr. Carey's outrageously inflated timesheets in writing to J. Wade Roach, the District Assistant  
13 Superintendent, writing: “We need to discuss... **this employee would theoretically need to work over 19**  
14 **hours each work day**” to be entitled to the requested payments. Without a legitimate explanation, the  
15 District simply made the payments.

16 58. In August 2021, Mr. Mead spoke with Cindy Dubin, questioning Carey's request for  
17 compensation for CTE hours. These were also ultimately approved without sufficient basis.

18 59. In July 2019, Carey claimed to have worked 100 hours, and submitted a request for  
19 compensation. Mr. Mead could only verify – using a very generous standard – that Carey had worked  
20 twelve of the hundred hours he was claiming. On August 27, 2019, Cindy Dubin noted that the District  
21 would pay the other 88 hours as “media director work” – which was already paid for with a salary – with  
22 no documentary support that the hours had been worked or necessary, and without checking with Mr.  
23 Mead as to why the 88 hours had been denied. This is not standard practice. In fact, it was so unusual that  
24 even as of November 8, 2019, district personnel were still emailing about the confusion this had caused.  
25 The fact that the District approved these hours after they'd been denied by Carey's supervisor reveals that  
26 the District was aware that Mr. Mead believed these payments were unjustified. Further, the failure to  
27 request or obtain any information that would justify the payment shows that the District knew the  
28 payments were unlawful, and made them anyway.

1           60.     In summer 2020, the District had a new Assistant Superintendent of Business Services, J.  
2 Wade Roach, who appropriately questioned Carey’s summer hours in light of his full time “Media  
3 Director” salary. On June 11, 2020, Human Resources Senior Secretary/Credential Analyst Claudia  
4 Grover correctly noted that Carey could not be paid for CTE summer hours related to his media director  
5 work. A few days later, on June 15, she further explained that as a classified manager, Carey was not  
6 entitled to overtime. In fact, as a classified employee, Carey was required to be at work during winter,  
7 spring, and summer breaks, unless he took vacation or sick days. He was reminded of this several times by  
8 Mr. Mead’s office manager, whom he completely ignored. She states that she never received a single  
9 absence slip or vacation slip from him.

10           61.     No other BHUSD teacher was paid the way Carey was. Carey himself bragged to anyone  
11 who would listen that he was the highest paid employee in the District after the Superintendent, because  
12 he had so many sources of revenue coming in. This may have been a slight exaggeration, but it wasn’t far  
13 from the truth. Somehow, despite being a high school journalism teacher, **he was the third highest paid**  
14 **employee in the District.**

15           62.     Mr. Mead reported these irregularities to multiple BHUSD Assistant Superintendents of  
16 Business Services. All were flabbergasted by the Carey situation and said it needed to be dealt with. Audit  
17 after audit was asking why Carey was receiving two salaries, much less extra hours and stipends. Any  
18 auditor would agree that the payments to Carey were in violation of standard accounting practices. For  
19 example, on June 16, 2021, Mr. Mead raised the need to question “what is happening with KBEV” in an  
20 email to the District’s Assistant Superintendent of Business Services, J. Wade Roach. Roach wrote back,  
21 “Speaking universally, we will need to have a conversation about Romeo and KBEV in the near future as  
22 our auditors have some questions about some of our practices.” The main practice that auditors would  
23 certainly question was the District’s unlawful payment of the same person from two funding sources for  
24 two different jobs.

25           63.     Mr. Mead also reported these questions with Carey’s compensation to Dr. Horvath, the  
26 District’s Assistant Superintendent of Human Resources Director, as well as Dr. Bregy, the  
27 Superintendent. Neither official would address the issue; years later, Dr. Horvath reported that the  
28 BHUSD Board also did not want to address the issue. This pattern of avoidance was visible for years. On

1 January 28, 2018, Dr. Bregy wrote to the Executive Director of Human Resources, Luke Pavone, asking  
2 with regard to Carey’s pay, “Any idea why there are so many questions?” Mr. Mead reported the  
3 irregularities to Dustin Seeman, J. Wade Roach, and LaTanya Kirk-Carter, but there was no change. In his  
4 last written evaluation from the District, from the 2019-2020 school year, Dr. Bregy wrote that Mr. Mead  
5 had “had to deal with difficult employee situations and you had to do this without the support you needed  
6 from Human Resources. This resulted in you ... being delayed in receiving updates and communication to  
7 follow through on many of these personnel matters.”

8 64. The utter lack of response or concern from the District became clear to Mr. Mead early on,  
9 after he reported Carey’s threats against him, and theft of school property, but no one at the District  
10 addressed either issue, or even responded to the emails. By November 2021, the approval of Carey’s CTE  
11 hours was removed from Mr. Mead’s supervision, on information and belief because the District knew  
12 Mr. Mead would resist and question them. Mr. Mead was never told or made aware of who was  
13 responsible for approving Carey’s hours after that – further evidence the District knew the situation was  
14 legally problematic.

15 65. Pay wasn’t the only issue. Every year, Carey would also submit orders for **tens of**  
16 **thousands of dollars** of video equipment, claiming that if they were not approved, graduation ceremonies  
17 could not be recorded or livestreamed. At the end of the 2020-2021 school year, Mr. Mead refused to  
18 approve Carey’s **\$40,000 request** for yet more equipment. The District was aware of Mr. Mead’s  
19 objections and the rationale for them, but overruled the decision and paid for the equipment from funds  
20 that were “not subject to audit” in a deliberate attempt to avoid accountability for the misuse of public  
21 funds. Carey then took the equipment and used it for his private company, Absolute Films, **through**  
22 **which he has often charged the District even more money, not reported as salary**, for additional  
23 projects.

24 66. Although a small matter, BHUSD **also** tried to pass responsibility for paying District  
25 expenses that were associated with Carey into the high school’s budget, which was improper. From July to  
26 September in 2018, there was significant back-and-forth in which the District tried to have Mr. Mead’s  
27 high school site budget pay for cable expenses/invoices relating to local Channel 6 cable programming,  
28 graduation, and Board meetings. Mr. Mead steadfastly opposed this as an unlawful and improper use of

1 high school funds. Ultimately, the District agreed, and paid the invoices.

2 **iv. Carey’s Unlawful Recording of Students in Classrooms**

3 67. On March 2, 2018, Mr. Mead approved a KBEV order for computer monitors and other  
4 miscellaneous equipment. On March 8, 2018, BHUSD purchasing agent Dianne Richard sent Mr. Mead  
5 another list of items requested by KBEV, totaling \$8200, for which KBEV was requesting authorization.  
6 She asked that he approve it, noting that Dr. Bregy had already told them to purchase the items. Among  
7 the items were Night Owl security cameras and a four-pack of 100 foot “Security Camera Wire Cord for  
8 CCTV DVR Surveillance System”. The same order also contained a large men’s sports vest and a large  
9 men’s hunting mesh vest. Mr. Mead questioned these items.

10 68. On April 9, 2018, another request for similar items came in, directly from Carey and a  
11 student worker, Ryan Damavandi, copying Mr. Mead. Mr. Mead did not reply to the email and refused to  
12 purchase the items. Someone else must have approved and paid for them, because they were in fact  
13 purchased, and remained in KBEV until he was put on leave by the district in December 2024. Even as  
14 the cameras were collected, the district did not create any forensic inventory or formal documentation of  
15 the cameras as they were in KBEV, but sent in two classified facilities workers to collect the cameras  
16 without administrative supervision.

17 69. On January 3, 2022, Mr. Mead texted Superintendent Dr. Bregy with a request for a  
18 “security camera audit of the Old Building,” which Bregy would have understood to mean KBEV. This  
19 request was denied in favor of a “subtler approach.” The “subtler approach” turned out to mean doing  
20 nothing.

21 70. The same issue came up again soon after this request. On February 17, 2022, Mr. Mead  
22 received word that Beverly Hills High School had received an invoice to pay for an upgraded security  
23 camera system in KBEV, including an array of new cameras and recording servers. The high school did  
24 not approve the invoice, and Officer Manager Pam Winston texted Mr. Mead that the KBEV equipment  
25 had been paid for by the District (from “location 99”).

26 71. Later, on March 11, 2022, Beverly Hills High School received an invoice for \$1350 from a  
27 vendor for “Media Center Engineering” work. The vendor, Carey’s friend, Dave “Dusty” Stiles, had  
28 performed **27 hours** of work installing “security cameras” in the school’s Media Center – despite the fact

1 that the District already had full-time technology professionals on payroll who were responsible for doing  
2 exactly the work Dusty Stiles had performed in KBEV, for every other location in the District. The only  
3 apparent reason to have Mr. Stiles perform this work for KBEV was so that the District would have no  
4 knowledge of what exactly was installed or where, and would not have any way to access or control the  
5 resulting footage. The person responsible for ordering these cameras and arranging for their taxpayer-  
6 funded installation was the school's Media Director, Romeo Carey. These expenditures had not been  
7 approved by Mr. Mead, the school principal, because they had never been submitted to him with an  
8 explanation of why they would serve any educational purpose.

9 72. Functional security cameras in classrooms are a violation of Education Code section 51512  
10 unless explicitly approved in advance by the principal for an educational purpose. Without that prior  
11 approval, use of these devices to record is a misdemeanor, regardless of the time of day or who is present  
12 in the classroom at the time of recording. This is not a little-known rule. Every certified teacher in  
13 California has been trained that they cannot simply record students in a classroom anytime they wish.

14 73. On March 14, 2022, Mr. Mead texted Dr. Bregy and Dr. Horvath about the cameras, noting  
15 that they were likely in KBEV, a statement with which Dr. Bregy agreed. Mr. Mead reported that the high  
16 school had not ordered the cameras. Dr. Bregy clearly indicated awareness that these were surveillance  
17 cameras, and Mr. Mead questioned how this could be part of a security plan. Dr. Bregy conceded that it  
18 was not.

19 74. On March 15, 2022, Mr. Mead appropriately questioned the use of public funds for a  
20 criminal purpose, explicitly noting to the District's Director of Purchasing, Gilda Keshishyan, that he  
21 would not use high school funds to pay for the work because it was "for security cameras that I have not  
22 approved, overseen, or been informed about. I'm not comfortable using high school funds for cameras that  
23 I do not have access to, knowledge of, or insights about."

24 75. On March 22, 2022, Mr. Mead summarized a conversation with Dr. Bregy to Ms.  
25 Keshishyan: Dr. Bregy "feels that the work enumerated by Mr. Stiles for security camera work would  
26 appropriately be paid out of the superintendent's funds." Ultimately, the payment did come from the  
27 superintendent's funds. This email reflects the District's awareness of the cameras' existence, the lack of  
28 insight into what they were doing or where their footage was kept, and their refusal to do anything to

1 address or rein in Carey’s disregard for the law.

2 **With the District’s Tacit Approval, Carey Manipulates Children and Begins Unchecked Pattern of**  
3 **Harassment and Retaliation**

4 **i. Carey’s Malicious and Defamatory COVID Revenge Crusade**

5 76. In December 2021, when COVID was significantly more dangerous than it is today (i.e.,  
6 when the case fatality rate was over 1%), a Broadcast Studies student tested positive for Covid-19.  
7 Because the class did not have a clear seating chart, and because Carey did not require his students to  
8 “consistently and correctly” wear masks per policy, class-wide testing was required under Los Angeles  
9 Department of Public Health guidance as well as District policy. Mr. Mead appropriately implemented  
10 this policy, requiring students to submit promptly to individual testing in order to prevent further cases  
11 from developing. Carey and many of his students were openly against masking, vaccination, and other  
12 public health measures designed to minimize the spread of Covid-19. During the testing process, several  
13 students voiced anger towards Mr. Mead, who correctly informed them that part of the reason they needed  
14 to be tested was because their classmates and teacher were not following mask protocols. Unbeknownst to  
15 Mr. Mead, someone surreptitiously recorded him without his consent – almost certainly one of Carey’s  
16 students.

17 77. On December 13, 2021, Carey sent a cease-and-desist letter to Mr. Mead claiming that  
18 Carey had “been informed that you have been maliciously spreading inaccurate and unfounded  
19 information that is damaging to my personal and professional character.” The defamatory statements  
20 Carey claimed Mr. Mead had made were statements that correctly pointed out Carey did not require his  
21 students to wear masks in class, in contravention of the District-wide policy at the time, and noting that if  
22 his students were angry about the need to test them because of a single case, they should have been upset  
23 with Carey, not Mr. Mead.

24 78. The student who had tested positive for Covid, resulting in classwide testing, later emailed  
25 Mr. Mead describing the Broadcast Studies final exam following the incident. Emblematic of Mr. Carey’s  
26 extremely inappropriate efforts to manipulate children, the student recounted, “The KBEV final we had to  
27 take involved us writing a statement ... about the events that took place the day our whole period was  
28 tested for covid. He verbally asked us to write how the situation felt and sign our names on the paper. We

1 were then supposed to record ourselves saying our statement on camera. For those who wanted to remain  
2 anonymous, he told us that the next period would read our statements on camera for us.”

3 79. This incident is illustrative. Carey’s method of instigating a seeming groundswell of  
4 opposition to Mr. Mead arose from manipulating children. He engaged in a practice of searching for  
5 students within his network who would support his preferred version of events – whatever those were – so  
6 that he could then uplift and amplify their voices, using his access to video equipment, school-sanctioned  
7 time for video editing, and authority over KBEV. This then resulted in dramatic audio or video recorded  
8 statements by multiple charismatic, articulate student leaders, that created the sense that there was only  
9 one possible way to view the events in question – with outrage. These presentations created the  
10 appearance of “truth” – that Mark Mead was a tyrant abusing his power to unjustifiably target a beloved  
11 figure, Carey – that was then adopted and assumed to be true by other students and community members.  
12 These others might otherwise have either disagreed with Carey’s opinion, or been entirely indifferent.  
13 However, Carey’s selective, sensational presentations, conveyed through student leaders, rapidly created a  
14 mob of passionate students and community members who turned aggressively against Mr. Mead.

15 80. On December 20, 2021, Mr. Mead texted Dr. Bregy and Dr. Horvath asking for “assistance  
16 with the aftermath of the kbev situation from Thursday,” and noting that he had forwarded Carey’s cease  
17 and desist letter. Dr. Horvath responded and acknowledged receipt.

18 81. On December 27, 2021, Mr. Carey, through KBEV, ran an intentionally misleading story  
19 about Mr. Mead’s response to the COVID-19 pandemic. The story included audio statements from  
20 students – harvested from Carey’s final exam – as well as recordings of Mr. Mead, to which he had not  
21 consented. The population of Beverly Hills High School was extremely divided on the issue of public  
22 health measures to combat the pandemic, including masks, and the story was intentionally calculated to  
23 incite widespread hatred of Mr. Mead.

24 82. A District employee stated they believe the story was “unequivocally defamatory and  
25 unfounded” because “it made it seem like Mark was this evil human who was targeting this one class,  
26 when Mark was literally enforcing these directives that were made for every class. Maybe if they followed  
27 the rules, it wouldn’t seem like they were being targeted.” Further, the story “made it seem like Mark was  
28 the Department of LA Public Health” and that Mark was the only one with the rule, when in fact “the

1 District, the Board, Dr. Bregy, all these layers of people above him were actually making the decisions,  
2 not Mark.”

3 83. Carey then forwarded this story to everyone he knew, even former students. He told  
4 another District employee, **“I always said we’d go after him,”** which the employee understood to be a  
5 reference to Carey’s resentment over the discipline Mr. Mead had imposed in 2017 as a result of Carey’s  
6 theft of school equipment. On December 28, 2021, Mr. Mead reported the existence of the false story to  
7 the Superintendent, Dr. Michael Bregy; the Assistant Superintendent of Human Resources, Dr. Matthew  
8 Horvath; and Executive Director of Communication and Strategic Initiatives, Rebecca Starkins. All  
9 acknowledged the reporting was false but refused to address the issue until after the winter break, and  
10 suggested that Carey should be disciplined over it.

11 84. After the winter break, on January 3, 2022, Dr. Bregy asked for “footage of students  
12 coming in and out of the KBEV classroom w/o masks” to verify compliance with the District-wide  
13 masking protocols, as the available information suggested that Carey did not follow the policy. Mr. Mead  
14 collected numerous examples, over various days, of students entering and leaving Carey’s classroom  
15 without masks on – in stark contrast to the vast majority of the students entering and leaving other  
16 classrooms, or who merely passed by Carey’s classroom, who did wear masks.

17 85. Initially, Dr. Bregy and Dr. Horvath agreed that Carey should be disciplined because of his  
18 failure and refusal to enforce mandatory mask protocols. Dr. Bregy also expressed an intention to  
19 “discipline” Carey for his use of KBEV to produce a biased and “inaccurate” story, including the  
20 clandestine and illegal recording. However, ultimately, Dr. Bregy and the District did nothing about  
21 Carey’s inappropriate manipulation of children to incite vitriol against Mr. Mead in furtherance of his own  
22 personal vendetta. In response to their agreement to discipline Carey, Mr. Mead requested a meeting with  
23 Carey to discuss his practices with respect to the District’s policy requiring students to wear their masks.  
24 In response, Carey first scheduled a meeting with Dr. Horvath for January 13, delaying his response to Mr.  
25 Mead until after that meeting.

26 86. On January 12, 2022, Mr. Mead requested a meeting with Dr. Horvath and Dr. Bregy  
27 “regarding the KBEV6 video that was published on Youtube and cable channel 6.” Dr. Horvath, the  
28 Assistant Superintendent of Human Resources, responded, “I am happy to meet with you” but added “Not

1 sure it is in my lane,” consistent with the District’s refusal to address any inappropriate or unlawful  
2 behavior by Carey. On January 13, 2022, following Carey’s meeting with Dr. Horvath, Mr. Mead received  
3 an email titled “Negotiating a Win Win” in which Carey threatened to involve legal counsel, and further  
4 threatened, **“Emotional and psychological distress can trigger one into a scorched earth policy.”** In  
5 the same email, Carey wrote, “I had a very productive meeting yesterday with Dr. Horvath. **In no**  
6 **uncertain terms, the District prefers not to engage in war with me.”**

7 87. By January 14, 2022, the District again capitulated and reversed its intention to discipline  
8 Carey for his willful failure to follow Department of Public Health guidelines and District policy. In a  
9 meeting with Dr. Bregy and Dr. Horvath, both were suddenly uninterested in the surveillance footage that  
10 they previously requested and spent most of the meeting instead discussing Carey’s threatening email. Mr.  
11 Mead expressed concern regarding Carey’s email, as well as the 2017 incident when Carey stated he could  
12 **“make you look really bad”** and **“going to “war.”** Both Dr. Bregy and Dr. Horvath made it clear to Mr.  
13 Mead that they would not or could not address Carey’s use of BHUSD media and the published COVID  
14 story. As the meeting concluded, Mr. Mead was directed to “talk it out” with him instead.

15 88. Within three months of Carey’s COVID story being published, the District demanded that  
16 Mr. Mead apply for a different position as the Director of School Safety, which was widely understood to  
17 be a difficult position to succeed in due to the unruliness of the security guard team. Many prior Directors  
18 of School Safety had been removed in quick succession. The District offered to allow Mr. Mead to keep  
19 his salary and insisted it was a promotion. In fact, it was a demotion to appease Mr. Carey, who  
20 immediately set out to **brag to children** about how he had gotten Mr. Mead removed from his position as  
21 Principal.

22 **ii. Carey’s Malicious and Defamatory Security Guard Revenge Crusade**

23 89. A Upon becoming the Director of School Safety, Mr. Mead was tasked with supervising  
24 security guards at BHHS. Unfortunately, they were and remain an ungovernable group. Numerous  
25 witnesses agree that this group of employees consistently refuse to conform to basic work requirements –  
26 such as actually showing up to work when they are scheduled to do so, wearing their uniforms, appearing  
27 at the locations they are supposed to secure, preventing students from leaving the campus during school  
28 hours, and not sleeping in their cars on campus during their shifts. All of these were recurring problems

1 long before Mr. Mead’s tenure as Director. His attempts to institute basic protocols to combat these issues  
2 were always met with fierce resistance, threats to file grievances, or simply outright defiance.

3 90. In particular, the security guards cultivated a close relationship with KBEV students and  
4 Romeo Carey. KBEV students routinely left school, either for the day or simply to go off campus, under  
5 the guard’s direct supervision. KBEV students also routinely seemed to be allowed to accept food  
6 deliveries to campus in violation of school rules. Further, KBEV students routinely left class to sit and talk  
7 with security guards for twenty minutes or more, during times when the guards were well aware that all  
8 students needed to be in class. KBEV students who had left campus and returned with Starbucks were  
9 regularly observed handing a Starbucks drink to a guard upon their return in through the gate.

10 91. So, on October 4, 2023, when Mr. Mead appropriately terminated a probationary security  
11 guard who was already exhibiting serious performance issues, Carey pounced. Although the guard should  
12 have been escorted off the property and not allowed to return, the union vice president (another guard)  
13 allowed him back in. They went straight to the KBEV studios, where Carey directed his students to  
14 interview the terminated guard. The primary purpose of the interview was to paint Mr. Mead as evil and  
15 the security guard as a victim of Mr. Mead’s evil hand. Of course, no opposing viewpoint was put forth,  
16 and no opportunity to respond was afforded to Mr. Mead or the District.

17 **iii. Carey’s Malicious and Defamatory Trump Rally Revenge Crusade**

18 92. On November 5, 2024, the BHUSD Board President Amanda Stern emailed Mr. Mead and  
19 BHHS Principal Drew Stewart noting, “Today some VERY spirited marches indoors by Students in  
20 support of one of the presidential candidates... Please be extra vigilant/prepared to address any further  
21 incidents. TOMORROW one half of the students, roughly, will be very unhappy... and we don’t need  
22 further escalations.”

23 93. On November 6, 2024, in response to that directive, Mr. Mead and Drew Stewart met  
24 individually with student leaders at BHHS to discuss expectations for behavior following the election. At  
25 the lunch hour, Mr. Mead was present in case of any escalation.

26 94. At one point, the crowd became extremely boisterous. Mr. Mead waded through the  
27 jumping, pushing crowd to the center so that he could use voice commands and his visible presence to  
28 calm the situation. A special education student later identified as K.N., who is physically larger than Mr.

1 Mead, jumped towards him with his phone raised, presumably recording; video shows that Mr. Mead  
2 briefly raised his left hand to prevent K.N. from jumping into him, with his thumb parallel to his index  
3 finger and visible next to K.N.'s neck; his right hand is extended in another direction towards another  
4 student, again for safety reasons. K.N. did not even look at Mr. Mead during the momentary contact, and  
5 seemed to continue recording.

6 95. However, on November 14, 2024, Mr. Mead received a credible report from a security  
7 guard that KBEV intended to produce a story of Mr. Mead "choking a student" at the rally. The guard said  
8 a video of the event existed and provided a still photo. Mr. Mead notified Dr. Bregy of the situation  
9 immediately. At the time, and for days afterward, there was no name associated with the alleged victim  
10 and no accusation of any kind, only the mysterious photograph that seemed to show Mr. Mead's left hand  
11 in a compromising position on the side of a student's neck.

12 96. Although there were many videos of the rally circulating online in the days and weeks  
13 afterwards, the original video that this photograph was taken from, with its metadata, **has never surfaced**.  
14 To this day, as far as anyone knows, there is only a copied video with no metadata that would show  
15 whether it had been manipulated using artificial intelligence or other means. The District's investigator  
16 noted that the video shows Mr. Mead's hand such that his index, middle, and ring fingers are all  
17 approximately the same length. However, Mr. Mead's middle finger is clearly longer than his index and  
18 ring fingers. Given Carey's prior threats to doctor video and audio to harm Mr. Mead, it would be of no  
19 surprise to Mr. Mead to learn that Carey or a child he was manipulating doctored the video.

20 97. At the time, knowing he had not assaulted a student, Mr. Mead reviewed BHUSD CCTV  
21 footage and produced two other angles of the incident. In both videos, Mr. Mead clearly did not choke the  
22 student. It didn't matter.

23 98. That same afternoon, November 14, 2024, Mr. Mead met with Dr. Bregy and Rebecca  
24 Starkins in the Superintendent's office, showing them the communication and the associated picture as  
25 well as the BHUSD CCTV footage. No attempt to discover the "victim's" identity was made by the site or  
26 the District. Eventually, by November 18, the District understood that the alleged victim was K.N. At  
27 this point, the District still did not respond. K.N.'s statement was not taken. Witnesses were not  
28 interviewed. The police were not called. The Department of Children and Family Services was not called.

1 The parents were not called. No investigation was conducted. No statement was made. Nothing was done.

2 99. At Dr. Horvath's request on November 15, 2024, Mr. Mead again provided the video  
3 evidence of the event from BHUSD CCTV cameras. Dr. Horvath then stated, "Try to stay under the radar  
4 till Monday." Mr. Mead immediately followed with the question: "Is there a student complaint?" to which  
5 Dr. Horvath said that the Assistant Superintendent of Student Services had reported people were reaching  
6 out to her, and that he would look into it.

7 100. On November 18, 2024, Rebecca Starkins, Executive Director of Communications and  
8 Strategic Initiatives, and Drew Stewart, Principal of Beverly Hills High School, received audio of the  
9 story that KBEV would run that afternoon. Dr. Horvath was informed of the story, and requested a written  
10 statement from Mr. Mead, which Mr. Mead provided within one hour. In his statement he explained all  
11 relevant events that day, denied choking or assaulting the student in any manner, and noted that "the only  
12 reason this narrative exists is because it has been disseminated by ... the BHUSD Media Director." Dr.  
13 Bregy was copied on the email.

14 101. Early on November 19, 2024, Mr. Mead contacted Dr. Bregy to express his serious  
15 concerns about the lack of investigation, pointing out that "[i]t's been five days and no one has even talked  
16 to the supposed victim. If there is one thing I've learned in investigations, the longer you wait, the less  
17 likely to get true [sic] and the more likely to get a narrative. I am very concerned by the site and district  
18 non-response."

19 102. On the same day, K.N.'s mother came to the school to complain about the alleged assault,  
20 which K.N. had not told her about; she had heard about it on social media. She said she had heard from  
21 multiple other people a week or more prior that her son had been choked. Her demeanor was extremely  
22 upset and confrontational. Upon being asked why she had waited so long to bring the matter to the  
23 school's attention, she said she had been busy moving. She would later falsely claim, "I have multiple  
24 videos of him literally charging through a crowd, opening two hands, putting it around my son's neck,  
25 shaking him to the point where the cap on his head fell off."

26 103. Principal Drew Stewart and Assistant Principal Kim Decatrel immediately interviewed  
27 K.N. and took his written statement about what happened. This is entirely appropriate under the Education  
28 Code and standard procedure; when a student is allegedly assaulted by a district employee, a thorough and

1 rigorous investigation must be completed immediately. During his interview by Mr. Stewart and Ms.  
2 Decatrel, K.N. demonstrated what had happened, acting out the incident using Mr. Stewart to roleplay as  
3 himself, K.N., while K.N. roleplayed as Mr. Mead. K.N. initially demonstrated, with one hand held out  
4 straight in front of him, with his elbow straight and locked, that Mr. Mead had placed his hand near his  
5 collarbone area, pushing him away. He did not use two hands during this demonstration. The two  
6 administrators asked him, “Was it with one hand or two hands?” K.N. then changed his demonstration and  
7 used two hands. K.N. showed that both thumbs were not around the throat but instead on the jawbone or  
8 side of the neck area. He then wrote in his statement that he “locked eyes with” Mr. Mead, and that the  
9 choking occurred for about four seconds. K.N. also admitted that he had told his father about the incident  
10 on or around the day of the incident, November 6, and that neither he nor his father had thought much of  
11 it. According to him, he had not told his mother.

12 104. When Ms. Decatrel asked K.N. about his mother’s reaction, saying, “Your mom was really  
13 upset, but you shared with us that you and your dad talked about it, and it wasn’t that big of a deal. What  
14 happened? Why do they have such different feelings about what happened to you? Why such different  
15 reactions?” K.N. dismissed his mother’s reaction, saying, “Oh, my mom just gets overly upset when the  
16 other moms start sending her videos and stuff.”

17 105. The surveillance video paints a clear story. K.N. listed two Carey-associated students,  
18 D.M. and K.B., as witnesses to the alleged choke. Principal Stewart then took the statement of K.B., who  
19 initially stated in the interview that he saw Mr. Mead choke K.N. However, when asked to write his  
20 witness statement, he stated, “I don’t think he choked him” and stated that K.N. had asked him about it the  
21 week before and “showed me the picture.” Again, the surveillance video shows that Mr. Mead contacted  
22 K.N. with only one hand, and that Mr. Mead’s left hand was never “around” K.N.’s neck. The “picture”  
23 K.B. was referring to was a blurry shot, most charitably carefully selected, but more likely pulled from  
24 Carey’s deliberate manipulation, since no amount of unedited video can be shown without revealing the  
25 true, innocent nature of the contact.

26 106. On the same day, before D.M. could be interviewed, Dr. Horvath called Mr. Stewart, who  
27 was with Ms. Decatrel at the time. Dr. Horvath instructed them to stop the investigation immediately. Mr.  
28 Stewart and Ms. Decatrel assumed, based on that directive, that because the incident was so explosive, the

1 District had involved its lawyers and had its own plans for an investigation. That day Dr. Horvath also  
2 asked Mr. Mead to go home and “lay low.” In essence, it was an unofficial administrative leave,  
3 ostensibly to give the District time to conduct an investigation. But no one interviewed Mr. Mead. As far  
4 as Mr. Mead was aware, no investigation was carried out at all. There certainly was never any formal  
5 statement taken from D.M. On November 23, 2024, he wrote to Dr. Bregy to raise his concern that there  
6 did not appear to be any investigation occurring. On November 25, Dr. Bregy called Mr. Mead and stated  
7 he regretted not supporting him. However, no support was forthcoming after that phone call, either.

8 107. On November 25, 2024, while Mr. Mead was still “laying low” at home, Carey aired a  
9 “Special Report” with a “countdown” which had never been used by KBEV before except for graduation  
10 during the pandemic. Carey’s “Special Report” falsely accused Mr. Mead of choking K.N. The story was  
11 published for approximately thirty minutes and received 42 views. It was then made private, although  
12 viewers could still watch it and forward it to others, if they had the link.

13 108. On December 2, 2024, KBEV re-released the story in a different iteration, this time  
14 entitled, “Students and Security Speak Out Against Mark Mead”. In this video, six students discussed their  
15 emotions about Mr. Mead’s supposed assault of K.N. for nearly ten minutes. In contravention of ethical  
16 journalistic principles, there was no competing side presented, no surveillance video requested to  
17 investigate the story despite its existence being known and available, and no opportunity provided for Mr.  
18 Mead to respond and deny the allegations.

19 109. At some point after this story was released, Ms. Decatrel met with Dr. Bregy because she  
20 was so concerned about the District’s lack of control over Carey with respect to his actions against Mr.  
21 Mead. She told him directly, **“Romeo Carey is exploiting kids to create content to undermine Mark’s  
22 reputation. He is weaponizing kids.”** Ms. Decatrel, who has taught journalism and whose husband  
23 works for the Associated Press, is very familiar with journalistic ethics and principles. She expressed to  
24 Dr. Bregy her serious concern about Carey’s allowing minors to go on record publicly in ways that violate  
25 accepted practices in journalism and could injure their reputations. In particular, it was of concern that this  
26 was a CTE course – which is supposed to prepare students for employment with hands-on experience.  
27 Carey also directed his students to tamper with school property on camera, which could have resulted in  
28 suspensions or other disciplinary action. He also allowed his students to leave class, which did result in

1 their being disciplined for truancy. In ways large and small, Ms. Decatrel warned, Carey was leading his  
2 students astray, and the District was failing to do anything about it. It appears Dr. Bregy took no action  
3 following Ms. Decatrel’s sounding the alarm.

4 110. On December 2, Dr. Bregy called to inform Mr. Mead that he would be returning to work,  
5 due to the conclusion of the investigation. On December 3, Dr. Horvath called, stating the investigation  
6 was “complete,” however, no one saw any signs of an investigation having actually been done. Mr. Mead  
7 returned to work on December 4, but did not receive any documentation of the conclusion of the  
8 investigation. Nor did the District release any official statement. Much later, in a cabinet meeting in early  
9 February, Dr. Horvath again stated he had completed an investigation, to which Dr. Hasty, Assistant  
10 Superintendent of Business Services, suggested that, as the target of the unfair accusations, Mr. Mead,  
11 might prefer something more tangible – as in some sort of documentation – of the conclusion of the  
12 investigation.

13 111. Indeed, a formal conclusion to the investigation, and a formal statement describing the  
14 steps taken and the reason for exonerating Mr. Mead would have been helpful even at that late stage,  
15 because just days later, on December 10, 2024, K.N. attended a BHUSD Board meeting and claimed Mr.  
16 Mead had “walked through the crowd” and “came up and just grabbed me in the neck,” again using two  
17 hands to illustrate the contact. K.N. further said the incident was “completely unprovoked,” “for no  
18 reason,” and said he felt uncomfortable with Mr. Mead still at the school.

19 112. The story could have been significantly diminished if the District had simply contradicted  
20 it. Multiple witnesses who saw the real security video that proved Mr. Mead’s innocence will testify that  
21 they had numerous informal conversations with community members, including parents and former  
22 students, about the alleged choking incident. They will further testify that initially, they would hear things  
23 from these individuals like, “That’s crazy, I heard Mark Mead tried to strangle a student and kill him” and  
24 other clearly erroneous understandings of events. The witnesses in question routinely responded, “I’ve  
25 seen the security videos, and I didn’t see any of that,” explaining that the screengrab that had been  
26 circulating on social media was very misleading.

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1                   **A. The District’s Investigation Confirms Mr. Mead Did Nothing Wrong, But the District**  
2                   **Sides with and Appeases Carey**

3           113. As early as November 15, 2024, Mr. Mead provided Dr. Horvath slow motion video of the  
4 alleged choking incident proving he had done nothing improper. Dr. Horvath acknowledged receipt, told  
5 Mr. Mead to “stay under the radar,” and said that he would “protect you and the district.” When Mr. Mead  
6 again raised the issue of the lack of investigation in a cabinet meeting on November 19, 2024, Dr. Horvath  
7 became incensed, raising his voice to scold Mr. Mead in front of several witnesses, “You should be on  
8 administrative leave.” As referenced above, Mr. Mead was in fact placed on unofficial leave later that day.

9           114. From November to February, the District did nothing more than place Mr. Mead on an  
10 informal administrative leave for a short period of time. The District never released the security footage to  
11 prove Mr. Mead’s innocence. When one of the primary news sources in the community, the Beverly Press,  
12 submitted a Public Records Act request for that footage, Mr. Mead and Sean O’Connor prepared the  
13 requested clips, blurring the visible students surrounding the incident to protect their privacy but leaving  
14 the central images showing that Mr. Mead had not assaulted anyone. Inexplicably, Dr. Bregy then required  
15 them to edit the video to blur all of the individuals shown. This instruction was unprecedented; no other  
16 security footage requested through the Public Records Act had ever been subjected to such treatment. It  
17 rendered the video useless, and actually suggested that the District itself believed Mr. Mead was guilty of  
18 the assault.

19           115. Then, despite placing Mr. Mead on leave from November 19 to December 3, the  
20 independent investigation inexplicably did not commence until February 26, 2025, following the firing of  
21 Dr. Bregy and Dr. Horvath. Mr. Mead was then placed on formal administrative leave and told verbally by  
22 Dr. Hasty that his contract would not be renewed. Meanwhile, Romeo Carey explicitly informed Drew  
23 Stewart and other witnesses that he felt sexually aroused by the fact that he was getting everything he  
24 wanted – referring to Mr. Mead’s being placed on administrative leave.

25           116. Mr. Mead was later formally notified on March 12, 2025 – before the investigation  
26 concluded – that his contract would not be renewed. In other words, long after the District had already  
27 concluded that Mr. Mead was innocent of the allegations, but before the conclusion of the independent  
28 investigator, Mr. Mead was terminated.

1           117. The independent investigation was lackluster. While the investigation ultimately  
2 exonerated Mr. Mead on May 15, 2025, it actually exacerbated the problem. The investigator failed to  
3 interview K.N., D.M., K.B., or any of the students who were in proximity to the actual event. Two  
4 students who reported the event on the KBEV video but had not actually seen the incident were  
5 interviewed. Overall, the investigation focused on the student editor of the false and defamatory story  
6 about Mr. Mead, Z.H, as well as Carey himself and his full-time Supervising Producer, Ricky Lee. Among  
7 other problems with this approach, the students themselves are of course aware that critical witnesses were  
8 never interviewed. By all accounts, the independent investigation focused on the production of the story,  
9 and not the incident itself. This would make sense if the subject of the investigation were Carey, and if  
10 Carey were the one placed on leave and subject to termination. But the subject of the investigation was  
11 Mr. Mead, and thus the question should have been whether the assault occurred.

12           118. An exoneration does no good if it is believed to be biased. The exoneration of Mr. Mead  
13 will forever appear biased for no good reason: the investigator could have, and should have, interviewed  
14 all alleged witnesses, not just Z.H. and the adult producers – not to mention the alleged victim himself.  
15 Numerous students were positioned within an arm’s reach of the alleged choke. Their statements might  
16 have affirmatively denied the choking took place, contradicted other students’ statements in material  
17 ways, or simply painted a very different picture of the contact than the one promulgated by Carey et al.  
18 Now, many of the witnesses will have graduated and moved beyond the access of any interviewer;  
19 memories will have faded; the false narrative is firmly cemented regardless of what they actually observed  
20 at the time; and the credibility of any witness who does undermine the false narrative will be reduced  
21 simply by the passage of time.

22           119. Regardless of the flaws with the investigation, it did correctly exonerate Mr. Mead, finally  
23 issuing a statement in August 2025 which wholly exonerated Mr. Mead. The fact remains that Mr. Mead  
24 was placed on administrative leave, publicly dragged through the mud while the District remained silent,  
25 and terminated from his position. During that same timeframe, on information and belief, Carey was paid  
26 a large sum of money by the District. The exoneration hardly feels vindicating at this point, and seems  
27 more self-serving than anything, as the District is still obligated to employ Mr. Mead in a classroom, with  
28 exposure to students.

## The District Wrongfully Terminated and Demoted Mr. Mead

1  
2           120.    On February 11, 2025, a new Board member came to the BHUSD Command Center to ask  
3 Mr. Mead whether Dr. Bregy and Dr. Horvath were aware of the surveillance cameras in Carey’s  
4 classroom. Mr. Mead initially simply confirmed that this was true. Upon request, Mr. Mead provided  
5 emails, and upon further probing and insistence, showed the Board member his own text messages with  
6 Dr. Bregy and Dr. Horvath proving their awareness of the cameras. The Board subsequently voted to  
7 terminate Dr. Bregy and Dr. Horvath. They have now been replaced. This decision was made as a direct  
8 result of the text messages Mr. Mead provided at the insistence of the new Board member.

9           121.    On March 12, 2025, the District notified Mr. Mead that his contract would not be renewed.  
10 As his contract guaranteed him the right to return to being a teacher, the District begrudgingly permitted  
11 this, but with a significant \$66,000 reduction in pay. Mr. Mead has informed his new superiors that he  
12 would appreciate being treated as if he were a brand-new teacher – because at this point, essentially, that  
13 is what he is. He has not taught English in nearly a decade, and has never taught sixth grade. He was  
14 forced to begin anew at a time when he should be well established in his career. His expertise is not being  
15 put to use, and his compensation is significantly reduced, representing a hardship for his family.

16           122.    Mr. Mead applied for two additional assignments that would have provided an additional  
17 20% of his salary, but the District rejected him. These decisions were devastating both financially and  
18 emotionally to Mr. Mead, because they so clearly demonstrate that the opportunities available to him are  
19 closer to those of a brand-new teacher than to that of a highly experienced and qualified administrator who  
20 has personified exemplary service to the District for two decades.

21           123.    Mr. Mead has dutifully applied to administrative positions in other districts at the time of  
22 this lawsuit (over ten positions at the time of filing of this Complaint), but each has met an unceremonious  
23 end after the first interview, sometimes, on information and belief, because Defendants knowingly made  
24 affirmative untrue statements to prospective employers with the intent to prevent him from obtaining  
25 employment, and other times when prospective employers google his name and see “Mark Mead was  
26 accused of assault,” and “The executive director of school safety, Mark Mead, was accused of putting his  
27 hands around a student’s neck during a pro-Trump student gathering on campus,” in the body of the first  
28 two results. Needless to say, Mr. Mead is devastated.

1 **FIRST CAUSE OF ACTION**

2 **(Defamation)**

3 **(Against Defendants Carey, BHUSD, and Does 1-10)**

4 124. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
5 forth herein.

6 125. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
7 the scope of their agency and employment when they harmed Mr. Mead.

8 126. Romeo Carey, by and through KBEV and students, and as repeated by others, including  
9 parents, students, and community members doctored a video to present Mr. Mead as an assailant, and  
10 accused Mr. Mead of assault, excessive force, choking a student, and other related terms, through private  
11 person-to-person statements and dissemination of the video and through publication of the video and such  
12 statements, all presented and/or made to persons other than Mr. Mead.

13 127. Romeo Carey, BHUSD and its board, employees and agents, Does 1-10, and the students,  
14 parents, and community members reasonably understood the statements and video were about Mr. Mead.

15 128. These people and entities reasonably understood the video and statements to mean that Mr.  
16 Mead had engaged in untoward, assaultive, profane, illegal, and/or despicable conduct.

17 129. The video and statements were false.

18 130. Defendants failed to use reasonable care to determine the truth or falsity of the statements.

19 131. Mr. Mead experienced shame, mortification, hurt feelings, harm to his reputation, business,  
20 trade, profession, and occupation, and had to pay expenses as a result of these statements and acts.

21 132. Defendants' conduct was a substantial factor in causing the harm.

22 133. Defendants knew the video and statements were false, had serious doubts about the truth of  
23 the video and/or statements, and acted with malice, oppression, fraud, and wilful disregard of Mr. Mead's  
24 rights. Plaintiff is entitled to punitive damages within the meaning of California Civil Code section 3294 in  
25 a sum sufficient to punish and deter Defendants' future conduct.

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1 **SECOND CAUSE OF ACTION**

2 **(Negligence)**

3 **(Against Defendants Carey, BHUSD, and Does 1-10)**

4 134. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
5 forth herein.

6 135. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
7 the scope of their agency and employment when they harmed Mr. Mead.

8 136. Carey, in harassing and defaming Mr. Mead, and BHUSD in permitting and encouraging  
9 Carey's harassment and defamation of Mr. Mead, were negligent.

10 137. Mr. Mead was harmed by said negligence.

11 138. Said negligence was a substantial factor in causing Mr. Mead's harm.

12 139. Defendants acted with malice, oppression, fraud, and willful disregard of Mr. Mead's rights.  
13 Plaintiff is entitled to punitive damages within the meaning of California Civil Code section 3294 in a sum  
14 sufficient to punish and deter Defendants' future conduct.

15 **THIRD CAUSE OF ACTION**

16 **(Negligent Hiring, Supervision, and Retention)**

17 **(Against Defendant BHUSD)**

18 140. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully  
19 set forth herein.

20 141. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
21 the scope of their agency and employment when they harmed Mr. Mead.

22 142. Defendant BHUSD hired and retained Defendant Romeo Carey.

23 143. Defendant Romeo Carey was unfit and incompetent to perform the work for which he was  
24 hired and posed a unique risk to students, teachers, parents, taxpayers, and administrators, including Mr.  
25 Mead by way of his vindictiveness, cruelty, and manipulative conduct.

26 144. Defendant BHUSD knew or should have known that Defendant Romeo Carey was unfit,  
27 incompetent, and posed particular risks to others.

28 145. Defendant Romeo Carey's unfitness, incompetence, vindictiveness, cruelty, and

1 manipulative conduct harmed Mr. Mead.

2 146. Defendant BHUSD's negligence in hiring, supervising, and retaining Defendant Romeo  
3 Carey was a substantial factor in causing Mr. Mead's harm.

4 **FOURTH CAUSE OF ACTION**

5 **(Retaliation (Labor Code § 1102.5))**

6 **(Against Defendants BHUSD, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda**  
7 **Stern, Sigalie Sabag, Russell Stuart, and Does 1-10)**

8 147. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
9 forth herein.

10 148. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
11 the scope of their agency and employment when they harmed Mr. Mead.

12 149. Defendants BHUSD, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern,  
13 Sigalie Sabag, and Russell Stuart were and are Mr. Mead's employer.

14 150. Mr. Mead disclosed Mr. Carey's actions to persons with authority over him and to persons  
15 with authority to investigate, discover, and correct Mr. Carey's actions.

16 151. Mr. Mead refused to participate in or acquiesce to Mr. Carey's actions.

17 152. Mr. Mead had reasonable cause to believe that the information he disclosed constituted a  
18 violation of local, state, and federal laws, rules and regulations.

19 153. Mr. Mead had reasonable cause to believe that his participation in and acquiescence to Mr.  
20 Carey's actions would result in a violation of local, state, and federal laws, rules, and regulations.

21 154. Defendants BHUSD, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern,  
22 Sigalie Sabag, and Russell Stuart took the following adverse employment actions against Mr. Mead:  
23 Suspended Mr. Mead, terminated Mr. Mead, demoted Mr. Mead, reduced Mr. Mead's pay and benefits,  
24 refused (and continues to refuse) to promote or provide advancement opportunities to Mr. Mead, and  
25 imposed a hostile work environment and intense harassment of Mr. Mead.

26 155. Mr. Mead's disclosures of and refusals to participate in and acquiesce to violations of local,  
27 state, and federal laws, rules, and regulations were contributing factors to Defendants BHUSD, Jason Hasty,  
28 Rachelle Marcus, Judith Manouchehri, Amanda Stern, Sigalie Sabag, and Russell Stuart's decisions to take

1 the abovementioned adverse employment actions against Mr. Mead.

2 156. Mr. Mead was harmed.

3 157. Defendants BHUSD, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern,  
4 Sigalie Sabag, and Russell Stuart's conduct was a substantial factor in causing Mr. Mead's harm.

5 158. Defendants Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern, Sigalie  
6 Sabag, Russell Stuart, and Does 1-10 acted with malice, oppression, fraud, and willful disregard of Mr.  
7 Mead's rights. Plaintiff is entitled to punitive damages within the meaning of California Civil Code section  
8 3294 in a sum sufficient to punish and deter Defendants' future conduct.

9 **FIFTH CAUSE OF ACTION**

10 **(Wrongful Discharge and Demotion in Violation of Public Policy)**

11 **(Against Defendant BHUSD)**

12 159. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
13 forth herein.

14 160. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
15 the scope of their agency and employment when they harmed Mr. Mead.

16 161. Mr. Mead was employed by Defendant BHUSD.

17 162. Defendant BHUSD discharged and demoted Mr. Mead.

18 163. Mr. Mead's disclosure of, refusal to participate in, and refusal to acquiesce to unlawful and  
19 wrongful acts and resistance to defamation was a substantial motivating reason for Mr. Mead's discharge  
20 and demotion.

21 164. Mr. Mead was harmed.

22 165. The discharge and demotion were substantial factors in causing Mr. Mead's harm.

23 **SIXTH CAUSE OF ACTION**

24 **(Intentional Infliction of Emotional Distress)**

25 **(Against All Defendants)**

26 166. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
27 forth herein.

28 167. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in

1 the scope of their agency and employment when they harmed Mr. Mead.

2 168. Defendants' conduct was outrageous.

3 169. Defendants intended to cause Mr. Mead to experience emotional distress and/or Defendants  
4 acted with reckless disregard of the probability that Mr. Mead would suffer emotional distress.

5 170. Mr. Mead suffered severe emotional distress, including, but not limited to, depression,  
6 anxiety, grief, anhedonia, and intense recurrent intrusive thoughts.

7 171. Defendants' conduct was a substantial factor causing Mr. Mead's severe emotional distress.

8 172. Defendants Romeo Carey, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda  
9 Stern, Sigalie Sabag, Russell Stuart, and Does 1-10 acted with malice, oppression, fraud, and willful  
10 disregard of Mr. Mead's rights. Plaintiff is entitled to punitive damages within the meaning of California  
11 Civil Code section 3294 in a sum sufficient to punish and deter Defendants' future conduct.

12 **SEVENTH CAUSE OF ACTION**

13 **(Lab. Code § 1050)**

14 **(Against All Defendants)**

15 173. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
16 forth herein.

17 174. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
18 the scope of their agency and employment when they harmed Mr. Mead.

19 175. After Mr. Mead's employment as Director of School Safety ended, Defendants made  
20 representations to various prospective employers about Mr. Mead.

21 176. Defendants knew these representations were not true.

22 177. Defendants knew these representations were not true when they made them.

23 178. Defendants made the representations with the intent of preventing Mr. Mead from obtaining  
24 employment.

25 179. Mr. Mead was harmed.

26 180. Defendants' conduct was a substantial factor in causing Mr. Mead's harm.

27 181. Defendants Romeo Carey, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda  
28 Stern, Sigalie Sabag, Russell Stuart, and Does 1-10 acted with malice, oppression, fraud, and willful

1 disregard of Mr. Mead's rights. Plaintiff is entitled to punitive damages within the meaning of California  
2 Civil Code section 3294 in a sum sufficient to punish and deter Defendants' future conduct.

3 **EIGHTH CAUSE OF ACTION**

4 **(Due Process (42 U.S.C. § 1983 and Article I, § 7(a), California Constitution))**

5 **(Against BHUSD, Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern,**  
6 **Sigalie Sabag, Russell Stuart, and Does 1-10)**

7 182. Mr. Mead repeats and re-alleges each and every allegation set forth above as though fully set  
8 forth herein.

9 183. At all relevant times, Romeo Carey, BHUSD's board, employees, and agents were acting in  
10 the scope of their agency and employment when they harmed Mr. Mead.

11 184. Plaintiff was employed as a Principal and later Director of School Safety by Defendant  
12 School District, pursuant to a written contract and/or under statutory rules giving rise to a reasonable  
13 expectation of continued employment, absent cause.

14 185. Defendants, acting under color of law, removed Plaintiff from his administrative position  
15 and nonrenewed his contract, which constituted a deprivation of Plaintiff's property and/or liberty interests  
16 in continued employment and reputation.

17 186. Prior to said adverse action, Defendant failed to provide Plaintiff with timely and adequate  
18 notice of the reasons for demotion, evidence supporting the action, and a meaningful opportunity to respond  
19 or contest the charges, as required by the Due Process Clause of the Fourteenth Amendment to the United  
20 States Constitution and Article I, § 7(a) of the California Constitution.

21 187. Defendants' actions were accompanied by the public dissemination of false and stigmatizing  
22 allegations against Plaintiff, with the foreseeable effect of impairing his ability to obtain future employment  
23 in his field.

24 188. Defendants' failure to afford appropriate pre-deprivation process, and their publication of  
25 stigmatizing statements, violated Plaintiff's constitutional rights to due process of law.

26 189. As a direct and proximate result of these actions, Plaintiff has suffered economic loss, loss  
27 of professional reputation, emotional distress, and other actual damages.

28 190. Defendants Jason Hasty, Rachelle Marcus, Judith Manouchehri, Amanda Stern, Sigalie

1 Sabag, Russell Stuart, and Does 1-10 acted with malice, oppression, fraud, and willful disregard of Mr.  
2 Mead's rights. Plaintiff is entitled to punitive damages within the meaning of California Civil Code section  
3 3294 in a sum sufficient to punish and deter Defendants' future conduct.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays this Court enter a judgment against Defendants that:

6 A. Declaring that the acts and failures to act recited above violate the laws and statutes cited  
7 above

8 B. For compensatory damages;

9 C. For liquidated damages where available;

10 D. For civil penalties where available;

11 E. For an award of money judgment for mental pain and anguish and severe emotional distress,  
12 including medical special damages, according to proof;

13 F. For punitive damages;

14 G. For injunctive relief;

15 H. For Plaintiff's attorney's fees, expenses, costs, and other fees and disbursements associated  
16 with the filing and maintenance of this action, including expert fees;

17 I. For pre-judgment and post-judgment interest;

18 J. For such other relief as the Court deems proper and just.

19 **DEMAND FOR JURY TRIAL**

20 191. Plaintiff also demands a jury trial on all issues so triable.

21  
22 Dated: November 14, 2025

Respectfully Submitted,

23  
24 By: 

Plaintiff Mark Mead